



FOR CLERK USE ONLY

City Council

Item No. _____

CITY COUNCIL AGENDA

FACT SHEET

Utility Services

Department

05/20/2010

Requested Date

1. Request:

Council Approval



Information Only/
Presentation



Other (specify)



Hearing



2. Requested Action:

It is recommended the City Council approve the following: Authorize Director of Utility Services to purchase modular office building for the relocation of the Utility Services Department administration office to the Water Treatment Plant.

3. Fiscal Impact:

Revenue

Increase



Decrease



Source:

Amount:

Cost:

Increase



Decrease



Source: Utility Services Administration

511-57003-5110

Amount: \$ 150,000.00

4. Reviewed By:

Finance Dept. on

Comments:

05/25/2010

By:

[Signature]

City Attorney on

Comments:

By:

Note: Back up must be submitted along with this form. Deadline is 5:00 p.m., Tuesday, prior to the scheduled meeting date.

CLERK USE ONLY:

CITY COUNCIL DATE:

Action



Consent



Hearing



Filing



Presentation



Other (specify)



Reviewed by: City Clerk

Date

City Manager

Date

CITY COUNCIL AGENDA REPORT

SUBJECT: Authorize Director of Utility Services to Purchase Modular Office Building for the Relocation of the Utility Services Department Administration Office to the Water Treatment Plant, and Approve the Attached Budget Amendment Resolution.

AGENDA DATE: June 1, 2010

PREPARED BY: Luis Estrada, Director of Utility Services



REVIEWED BY: Armando G. Villa, Assistant City Manager

APPROVED FOR AGENDA BY: Victor Carrillo, City Manager

RECOMMENDATION: It is recommended the City Council approve the following:

1. Authorize Director of Utility Services to purchase modular office building for the relocation of the Utility Services Department administration office to the Water Treatment Plant
2. Adopt the attached budget amendment resolution for the Utility Services Department

FISCAL IMPACT: \$150,000 (Water, Wastewater and Solid Waste operating funds)

BACKGROUND INFORMATION: (Prior action/information)

Public Contract Code (PCC) Sections 10298 and 10299 authorizes local government agencies and school districts to use California Multiple Awards Schedule (CMAS) and other Department of General Services agreements without competitive bidding. However, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations. If approved, the Utility Services Administration will "Piggy-Back" (Cooperative Purchase) the purchase of this modular. State bid copies show Modular Building Concepts, Inc as the lowest bidder.

DISCUSSION (Current consideration): The Utility Services Department is requesting to be relocated to the Water Treatment Plant in order for the Director of Utility Services to administer and monitor daily operations and projects of seven departmental divisions (Calexico International Airport, Solid Waste, Transit, Water Treatment Plant, Water Distribution, Wastewater Treatment Plant and Wastewater Collection). Currently, the Utility Services Department has three (3) office spaces (Director, Executive Assistant and Project Technician) and requires two additional office spaces (Water Utilities Manager and Engineering Technician). There is no room in City Hall to expand the Utility Services Department. In addition to the Utility Services Department, the Redevelopment Department has also outgrown City Hall. Relocation of the Utility Services Department will provide RDA the much needed space for staff and equipment. Construction of a new building could cost from \$150 to \$200 per ft² compared to \$69.50 ft² for this modular.

Agenda Item No. ____

Page ____ Of ____

Bids Summary

Bid #1

Date: February 10, 2010

State of California- Department of Parks and Recreation

Description: Modular building (24' X 52' – 1248 ft²)

Bidder: Modular Building, Inc.- 12580 Stotler Court, Poway, CA 92064

Price: \$ 93,987

Price per ft²: \$ 75.31

Bidder: Ideal Manufactured Homes, Inc, 1500 East Main St, El Cajon, CA 92021

Price: \$ 113,348.52

Price per ft²: \$ 90.82

Bid#2

Date: May 4, 2010

Los Angeles Department of Water and Power

Description: Modular Building for Shower-Locker Facilities (10' X 32' - 320 ft²)

Bidder: Modular Building Concepts- 12580 Stotler Court, Poway, CA 92064

Price: \$ 43,866

Price per ft²: \$ 137.08

Bidder: Design Space Modular- 10631 Banana Avenue, Fontana, CA 92337

Price: \$44,945

Price per ft²: \$ 140.45

Bidder: ModSpace- 11118 Hemlock Avenue, Fontana, CA 92337

Price: \$ 46,429

Price per ft²: \$ 145.09

Bidder: Pacific Mobile Structure- 39252 Winchester Rd #107, Murrieta, CA 92563

Price: \$ 47,169

Price per ft²: \$ 147.40

Bidder: West Coast Modular- 1101 California Avenue #100, Corona, CA 9288

Price: \$ 55,175

Price per ft²: \$ 172.42



12580 Stotler Court
Poway, CA 92064
Phone: 858 679-1185
Fax: 858 679-6804
www.mbconcepts.com

Modular Building Concepts, Inc.

E-mail

To: Luis Estrada

From: Jill Wright

Company: City of Calexico

Pages: 7

E-Mail: lestrada@calexico.ca.gov

Date: 5/3/2010

Re: Quotation

Thank you for allowing **Modular Building Concepts, Inc.** the opportunity to present the enclosed quotation. We have been providing mobile and modular structures for over 25 years in Southern California. When evaluating our proposal, please consider the following benefits to doing business with MBC Inc.;

- ✓ **NO rental charge** for standard metal steps.
- ✓ **NO charge** for license fees on rental units.
- ✓ **NO 28-day billing** on rental units, MBC bills monthly.
- ✓ **NO "hidden" charges.**
- ✓ *Professionally cleaned and detailed units.*
- ✓ *"In house" service department for prompt on site repairs.*
- ✓ *Locally owned and operated since 1983.*
- ✓ *Hundreds of satisfied customers. (Client list & testimonial letters available.)*
- ✓ **MBC, Inc., is a California certified small business (# 8480).**
- ✓ **MBC, Inc., is a veteran owned business.**
- ✓ **Member of the Modular Building Institute Since 1985.**
- ✓ **MBC, Inc., is a Member of Better Business Bureau (BBB) A+ rating.**

If you would like to proceed with this order, simply sign the attached agreement and fax to MBC, Inc. at 858-679-6804. It's that simple! Please call me at (858) 679-1185 if you have any questions. We welcome the opportunity to be of service to you and your organization.





Agreement

Company: City of Calexico
Contact: Luis Estrada
Address: 545 Pierce Ave.
City: Calexico State: CA Zip: 92231
Email: _____
Phone: (760)768-2162 Fax: (760)768-3661

Date: 05/03/10
Sales Person: Jill Wright
New Unit #: NEW Size: 36x60
Insurance Value: \$132,588
Deliver to: _____
City: Calexico

Purchase

Notes

Base Price: \$132,588
Delivery: Included
Set Up: Included
* License & Transfer Fee: Included
Sales Tax (based on county) Included

YES	NO	***Options (check box if desired)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Seismic tie-downs:	28 EA	Included	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Skirting:	192 LF	Included	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remove or install hitch:	3 EA	Included	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remove or install axles:	12 EA	Included	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remove or install tires:	24 EA	Included	
<input type="checkbox"/>	<input type="checkbox"/>	Standard Step:	2 @ \$675/ea	\$1,350	
<input type="checkbox"/>	<input type="checkbox"/>	OSHA Step:	2 @ \$1,125/ea	\$2,250	
<input type="checkbox"/>	<input type="checkbox"/>	ADA Ramp:	1 @ \$8,688/ea	\$8,688	
<input type="checkbox"/>	<input type="checkbox"/>	Add (9) Aluminum Mini blinds	1		\$394
<input type="checkbox"/>	<input type="checkbox"/>	Delete (9) 4030 windows, Add (3) 2040 vertical slide windows, (6) 6040 horizontal slide windows	1		\$1,115
<input type="checkbox"/>	<input type="checkbox"/>	Change construction to steel clearspan (remove exposed wood beam support in the middle of building-see floor plan for location)	1		\$8,339

*DMV/DOH fees may increase due to California Legislation/Modifications or Options

**Estimate only. Actual cost at lease end based on scope of work, site conditions, and prevailing rates at time of return delivery.

***Sales tax not included in option pricing. Sales tax will be added at time of invoicing (based on chosen options)

Quotation based on specifications and floor plan dated: 5/3/2010

Terms: (Lease) - One month's deposit due prior to delivery. Lease payments net 10 days thereafter.
(Purchase) - 25% deposit on order, balance due upon completion of set-up.

Terms and conditions: See attached. Prices based on flat, level & accessible site. "Special handling" excluded.

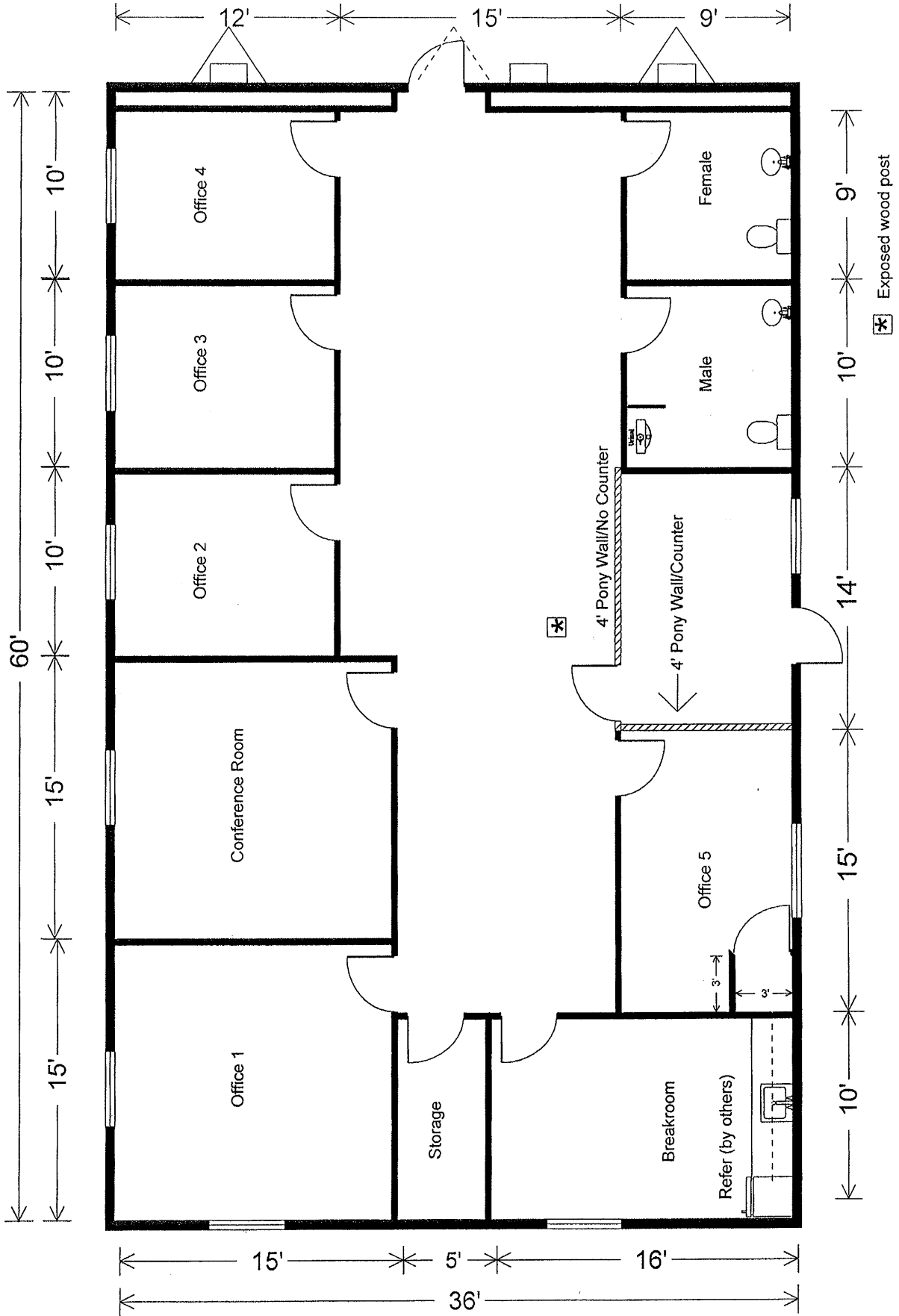
Purchase Approval

Customer Approval: X _____

Date: _____ Desired Delivery Date: _____

Modular Building Concepts Inc. Approval: X _____ Date: _____ Reviewed By: yo.

Plan 1



Client City of Calexico Size 36x60 Unit # NEW Date 5/3/10

Modular Building Concepts Inc. 12580 Stotler Ct. Poway Ca. 92064 (858) 679-1185 Dimensions Are Approximate Features subject to change

**Modular
Building
Concepts Inc.**



12580 Poway
Stotler California
Court 92064

Phone (858) 679-1185
Fax (858) 679-6804
www.mbconcepts.com

DESCRIPTION

36 x 60 Modular Building-City of Calexico

NOTES: BUILDING TRANSPORT HGT. 14'-5" BASED ON PLYWOOD RIDGE BEAM

BUILDING IS QUOTED PER THE 1991 UBC, 1991 UMC, 1991 UPC AND 1993 NEC.
PHOENIX MODULAR TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND
JURISDICTIONS.

PROVISIONS FOR EXTERIOR FIRE RATING ARE NOT INCLUDED. MODULAR BUILDING
CONCEPTS, INC. ASSUMES THE MINIMUM REQUIRED DISTANCE FROM ANY AND ALL
COMMON OR ASSUMED PROPERTY LINES.

NO TITLE 24 COMPLIANCE.

JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY FOR
FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.

WINDOW COVERING HAS NOT BEEN INCLUDED IN BASE BID. SEE OPTION TO ADD

FULLY DUCTED SUPPLY AIR WITH THROUGH WALL RETURN AT HVAC UNITS HAS
BEEN PROVIDED IN BASE BID.

(1) EXPOSED POST HAS BEEN PROVIDED AT OPEN AREA FOR RIDGE BEAM SUPPORT. SEE OPTION
TO REMOVE

CODE COMPLIANCE

MODULAR BUILDING CONCEPTS, INC. IS NOT RESPONSIBLE FOR CODE COMPLIANCE WITH ANY REGULATORY BODY OTHER THAN THE STATE
AGENCY WHERE THE BUILDING WILL BE LOCATED. COMPLIANCE WITH ANY SPECIAL CODE OR REQUIREMENTS DUE TO OCCUPANCY OR USE OF
SUCH BUILDING IS NOT THE RESPONSIBILITY OF MODULAR BUILDING CONCEPTS, INC.

SPEC SHEET

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME	TRAILER	CHS BSMT 12X60 12" I-BEAM 0/R 8' O/C	3.00
	HITCH	DETACHABLE HITCH	
	AXEL	AXLE TRIP	
	ACCESSORIES	TAIL LIGHTS	
FLOOR	INSULATION	R-11 UNFACED	
	DECKING	5/8" T&G PLYWOOD	
	JOIST	2X8 16" OC	
		50# FLOOR LOAD	
	ACCESSORIES	.040 PAPER	
	COVERING	1/8" STANDARD TILE	
		RESTROOMS AND BREAKROOM ONLY.	
	COVERING	26 OZ CARPET	
		REMAINDER	
	COVE BASE	4" VINYL BASE	
EXTERIOR WALL		REMAINDER	
	COVE BASE	6" VINYL BASE	
		RESTROOM ONLY.	
	STUDS	SIDE WALL 2x4x8	
	STUDS	END WALL 2X4X8	
	SIDING	END WALL 7/16" LP SMART PANEL	
	SIDING	SIDE WALL 7/16" LP SMART PANEL	
	COVERING	END WALL 1/2" VCG	
	COVERING	SIDE WALL 1/2" VCG	
	INSULATION	BARACADW WRAP	
INTERIOR WALL	INSULATION	END WALL R-11 KRAFT	
	INSULATION	SIDE WALL R-11 KRAFT	
	STUDS	INTERIOR WALL	
	STUDS	FULL HGT. F.R.P. OVER SHEETROCK	
		RESTROOM ONLY.	
	COVERING	1/2" VCG	
	INSULATION	NONE PROVIDED	
ROOF	JOIST	2X6 16" OC	
		20# COMPLEX (1/4" IN 12" PITCH)	
	DECKING	1/2"SHEATHING	
	INSULATION	R-19 UNFACED	
	COVERING	30 GAUGE GALVANIZED ROLL	
	BEAM	1/2" STRUCK-I BEAM (4 LAYERS X 4 FT)	
	CEILING	2X4 T-GRID CEILING	
		CEILING HGT. 7'-10"	

SPEC SHEET

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
BALLOON WALL			
	STUDS	2X4 BALLOON WALL X 4'	
	INSULATION	R-11 KRAFT BALLOON WALL X 4'	
	SIDING	LP BALLOON WALL X 4'	
EXTERIOR DOOR			
	DOOR	3068 18 GA. STEEL DOOR	2.00
	JAMB	3068 16 GA. KD STEEL JAMB	2.00
	LOCKSET	DEAD BOLT STD.	2.00
	LOCKSET	GRADE 2 PASSAGE LOCKSET	2.00
	ACCESSORIES	CLOSER	4.00
INTERIOR DOOR			
	DOOR	3030 PREFINISHED SOLID CORE (1/2 DOOR)	1.00
	DOOR	3068 P/F H/C FOR TIMELY JAMB	11.00
	LOCKSET	PRIVACY LOCKSET	2.00
	LOCKSET	PASSAGE LOCKSET	10.00
	JAMB	TIMELY 4" JAMB	12.00
WINDOW			
	WINDOW	4030 H/S D/C/B	9.00
INTERIOR TRIM			
	TRIM	VINYL TRIM INSIDE CORNER	
	TRIM	VINYL TRIM OUTSIDE CORNER	
EXTERIOR TRIM			
	TRIM	8" SMART TRIM	
	TRIM	4" SMART TRIM	
ELECTRICAL			
	SWITCH	3 WAY WALL SWITCH	6.00
	SWITCH	SINGLE SWITCH	12.00
	RECEPTACLE	DEDICATED REFRIGERATOR OUTLET	1.00
	RECEPTACLE	W/P G.F.C.I.	2.00
	RECEPTACLE	DUPLEX RECEPTACLE	54.00
	LIGHT	4' FOUR TUBE LAYIN	22.00
		INCLUDES T-8 LAMPS	
	EXTERIOR LIGHTS	VAN GUARD PORCH LIGHT	2.00
	PANEL	125 AMP MAIN LUG ONLY	3.00
		EXTERIOR SURFACE MOUNT.	
	ACCESSORIES	6X6X6 NEMA 3 ENTRANCE BOX	1.00
	ACCESSORIES	J-BOX	18.00
PLUMBING			
	FIXTURE	STAINLESS STEEL KITCHEN SINK	1.00
		SINGLE BOWL	
	FIXTURE	HANDICAP WATER CLOSET	2.00
	FIXTURE	HANDICAP LAV	2.00
	FIXTURE	WALL MOUNT URINAL	1.00

SPEC SHEET

<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
PLUMBING			
	HWH	6 GALLON ELECTRIC HWH MOUNTED IN BASE CABINET	1.00
	ACCESSORIES	GRAB BARS SET	2.00
	ACCESSORIES	24"X36" MIRROR	2.00
	ACCESSORIES	FAN-LIGHT COMBO	2.00
	ACCESSORIES	PLUMBING DROP WASTE MANIFOLD NOT INCLUDED	
	ACCESSORIES	STEEL URINAL SCREEN	1.00
	ACCESSORIES	T.P. HOLDER	2.00
	ACCESSORIES	2X6X8 PLUMBING WALL	
MECHANICAL			
	A/C	4 TON A/C - 10 KW HEAT STRIP	4.00
	OTHER	FIBERGLASS FLEX RETURN AIR DUCT	
	OTHER	RETURN AIR PLENUM WALL	
	OTHER	FIBERGLASS FLEX SUPPLY AIR DUCT	
MISC			
	ACCESSORIES	LAMINATED COUNTER TOP	7.00
	ACCESSORIES	CLOSE-UP	
	ACCESSORIES	PREFINISHED BASE CABINETS	7.00
	ACCESSORIES	PREFINISHED UPPER CABINETS	10.00
	ACCESSORIES	STD. COUNTER TOP MOUNTED OVER HALF WALL BETWEEN OFFICE #5 AND ENTRY ONLY	9.00
	MISC	SHIPPING WALL	
OTHER			
	STATE APP	STATE OF CALIFORNIA APPROVALS	

MODULAR BUILDING CONCEPTS, INC. TERMS & CONDITIONS

TERMS:

"MBC" -	Modular Building Concepts Inc.
"DOH" -	California Department of Housing
"Floor"	A single unit, single wide or "module"
"Unit" -	Commercial coach, modular building or trailer

1. CONSTRUCTION STANDARDS

Proposal based on a California Department of Housing approved Type V, non-rated, B-2 occupancy, Title 25 commercial coach and MBC standard construction finishes and colors unless otherwise stated. Each structure will bear the California D.O.H. insignia certifying State compliance. Design and construction will be in accordance with typical industry standards and the most recent version of the Uniform Building Code (U.B.C.), Uniform Mechanical Code (U.M.C.), Uniform Plumbing Code (UPC) and the National Electric Code (N.E.C.) as adopted by D.O.H. Specifications, floor plan, method of installation, and pricing, subject to change according to D.O.H. and local Building Department requirements. Sprinkler systems (if required) not included. Fire protection systems (when requested) will be in conformance with D.O.H. standards only.

2. MBC STANDARDS (Rentals only)

MBC standard colors and finishes will be provided on all rental units. Any change to MBC standards will be an additional charge. Units exclude window coverings, phone or data jacks, security bars, panic hardware and fire alarm system. At the discretion of MBC, the "mod line" seam on complex units will be covered by a metal close-up bar. Interior roof support columns are included in all complex units and will be concealed in walls where possible.

USED UNITS – Used units will show varying degrees of "wear and tear" depending on age. However, all rental units will be detailed, cleaned and inspected by MBC prior to delivery. Replacement of worn carpet, tile, paneling, siding, doors, etc. will be at the discretion of MBC

3. CODES AND CODE COMPLIANCE

MBC is not responsible for code compliance with any regulatory agency other than the California Department of Housing. Compliance with special codes or requirements due to occupancy or use of unit will not be the responsibility of MBC without prior knowledge in writing. If unit must comply with any other code(s), client shall provide MBC complete information or specifications in writing prior to submitting a proposal. Compliance with local Fire Marshal shall be the client's responsibility. Building is not Title 24 compliant.

4. PERMITS

MBC does not provide building permits or permits for electrical, sewer or water system. Requirements resulting from permits shall be the client's responsibility. MBC highly recommends that client consult with building department prior to ordering unit to determine local requirements. Client assumes all responsibility for obtaining and paying for any permits, onsite inspection fees by the DOH or licenses that may be required by law to possess or occupy unit. MBC shall be responsible for obtaining State of California approval to manufacturer unit only. Fees for transportation permits and pilot cars (if required) will be billed to client.

5. MBC RESPONSIBILITY

MBC shall provide and install a State of California DOH approved unit on a steel pier and wood pad "foundation" only, unless otherwise noted.

6. CLIENT RESPONSIBILITY

Client shall be solely responsible for: providing flat, level, accessible, and stable pad for unit, make all utility connections, determine local building, zoning, fire and health department requirements, and any other requirements affecting the use or construction of unit; secure building permits and pay all permit fees or any other fees associated with acquiring unit. Pad shall be minimum 1000 PSF with minimum 90% compaction.

7. DRAWINGS

Standard drawings will be provided with each new unit if required. Additional drawings, "wet stamped" drawings or engineering for unit will be extra. Drawings or engineering for ramps, decks, steps, foundation, or tie downs will be an additional charge.

8. SITE PREPARATION

Client assumes all responsibility for preparing site. Site must be flat and level within 3" in all directions, accessible by truck and unit without special handling, free from all obstructions (i.e. buildings, cars, trees, fences, etc.) and capable of

adequately supporting unit without settling. Additional equipment or labor to install unit due to non-standard or unlevelled site conditions will be billed to client. Minimum soil compaction is 1000 PSF. Settling of unit is not covered under warranty. Finished grade must be sloped to prevent "standing water" under unit. Client responsible for determining location of unit on site.

9. INSTALLATION/FOUNDATION

Installation includes placing the unit on a "temporary" steel pier and pressure treated wood pad "foundation" system. Piers shall be placed under frame approximately 6'-8' apart and without "tie downs". Seismic tie downs are strongly recommended and available from MBC at an additional charge. Unless otherwise requested, foundation is not DOH approved or engineer approved. Installations requiring DOH or engineer approval must be known prior to installation and will be billed to client. Client is responsible for determining building department requirements, local ordinances and "set-back" requirements. **Exclusions:** Skirting, tie downs, concrete foundation, jacking unit into position, use of forklift or crane, removal of tires, wheels, axles or hitch, raising or lowering of unit, setting unit below grade, prevailing wages, stand-by time, on site inspection fees, state approved foundation, returning tires, wheels, axles, or hitch to MBC, overtime, weekend or holiday work. Maximum floor height above grade is typically 34"-36". Minimum floor height above grade is typically 28"-30".

Installations exceeding 36" or less than 28" may be an additional charge. **NOTE:** If local building department requires a change from MBC standard installation, costs will be based on scope of work and billed to client. Engineered foundation plans are an additional charge. Settling of unit is not covered under MBC warranty.

10. SEISMIC TIE DOWNS

Unless otherwise noted, tie downs are not included. If tie downs are required, prices shall be based on installation in dirt with acceptable subterranean conditions (no rocks or excessively hard soil). Exclusions - engineered plans, or calculations, pull out tests, soils tests, removal of tie downs or patching of asphalt or concrete after removal. Client is responsible to determine location and depth of all underground utilities. MBC highly recommends contacting "Dig Alert" at least 3 days prior to tie down installation to determine existence of underground gas, water, electric, phone, data or irrigation lines. MBC or their contractor will not be responsible for any damages to or liability from hitting utility lines. Quantity of tie downs based on manufacturer recommendation and local building code. Installation in concrete or asphalt will be extra

11. ADDITIONAL CHARGES FOR INSTALLATION & DISMANTLE

Determining additional installation or dismantle charges in advance due to "non standard" conditions is impractical. Therefore, all quotes are based on "normal" conditions where site is flat and level within 3" in all directions, and accessible by truck. The following minimum estimated charges might be used as guidelines: Actual costs will be based on scope of work and time and materials. Remove or install tire: \$25 ea., Remove or install axle: \$75 ea., Remove or install hitch: \$75 ea., Lower or raise unit (single wide) 6"-18": \$125 per "floor", Lower or raise unit (complex) 6"-18": \$200 per "floor". Jack and/or roll unit into position (driver only): \$100-\$200 per hour per "floor", Jack and/or roll unit into position (driver and crew): \$100-\$200 per hour per "floor". Rental of forklift and operator: \$350-450/day, Downtime on site \$100 per hour per "floor", Install seismic tie downs: \$80 ea., Remove seismic tie downs: \$20 ea., Install skirting: \$13.75 lin. ft. Remove & dispose of skirting: \$2 lin. ft. Pilot car: \$2.50/mile ea. vehicle (Min. \$200), Transportation permit: \$75-\$305 per "floor", Shipping walls: \$70 ea., Engineer approved "wet stamped" foundation plans utilizing steel piers, wood pads & seismic tie downs: \$250 ea., DOH approved plans for new units: \$500 ea. Building installations outside San Diego County subject to per diem.

12. MAINTENANCE (Rental only)

Client agrees, at their expense, to maintain, service and clean unit throughout the rental period. Maintenance includes, but is not limited to; changing light bulbs and HVAC filters. Rentee shall not abuse or misuse unit and will report any problems immediately to MBC. Client shall protect floors against damage by chairs by using floor protectors. Damage to tile, carpet or wood sub-floor due to extreme wear or damage will be billed back to client. A minimum cleaning fee of \$.30 per sq. ft. will be assessed if unit is not returned in the same condition as received. Balancing HVAC system not included.

13. UTILITIES

PLUMBING – Connection of sewer and water lines excluded. All lines stubbed below floor only. Client is responsible for labor and materials to manifold and connect to source on site. Incorrect service, improper connection or excessive pressure may damage plumbing or fixtures. Client is responsible for damages and repairs.

ELECTRICAL – Connection of electrical sub-panels to source excluded. Multi-unit structures require interconnecting of sub-panels by client. Sub-panels by MBC, main panels by client. Incorrect service, "power surge", use of faulty generator or improper connection to panel may damage HVAC, lighting or electrical system. The use of a generator may void certain electrical or HVAC component warranties as per the manufacturer. Client is responsible for all damages and repairs.

WATER PRESSURE – Client responsible for maintaining appropriate water pressure to unit. Damages or service calls resulting from water pressure exceeding the unit's normal operating range is not covered by MBC warranty. Client is responsible for all damages and repairs.

HOLDING TANKS – Water damage resulting from the use of a holding tank is not covered under MBC warranty. Tanks that "back up" for any reason (i.e. debris in the lines, fixtures that are left on or continue to run) thereby flooding unit are the client's responsibility. All costs associated with repairs including service calls, water extraction, cleaning, removal or replacement of water-damaged materials are client's responsibility.

SPRINKLER SYSTEM - Not included. If sprinkler system is provided by MBC, the price shall be based on a "light duty" system only. MBC recommends client meet with local fire department to determine specific requirements and provide MBC with written specifications prior to constructing unit. Unit sprinkled above and below ceiling only with piping stubbed out at end wall on each unit. Exclusions: connecting sprinkler stub outs to water source on site, manifold stub outs, permits, risers, hydraulic calculations, on site testing, underground piping, below floor sprinkler, smoke detectors or fire alarm system.

14. STEPS / RAMPS

STEPS – Not included on purchase transactions unless otherwise noted. On rental transactions, temporary metal steps included. **NOTE:** Standard MBC steps are available in one size only and are not OSHA approved. Client is responsible for meeting all ADA, OSHA and local building requirements for entrance/exits. If site is unlevel and MBC steps are too high, too low or unstable, client must provide safe access to unit. MBC cannot guarantee steps will meet all codes. Missing steps, damaged steps, modified steps or steps returned without handrails will be charged back to client at a minimum of \$650 per step. If after delivery of unit steps must be returned or exchanged due to site conditions, there will be a minimum \$75 pick up or delivery fee (San Diego county only). Client shall not attach step to unit or paint step.

RAMPS – Not included. If ramps are requested, costs will be determined after unit is in place and site is inspected. Any prices quoted prior to delivery of unit are estimates only. Rental ramps require a 4-month min. term. Client shall not attach ramp to unit or modify ramp.

15. DEMOUNTABLE PARTITIONS (Rental only)

At the discretion of MBC, interior partitions may be portable (demountable). If portable partitions are included in unit, MBC excludes modifying, adding, moving or deleting electrical receptacles, light switches, HVAC supply vents, HVAC return vents & light fixtures. Consult your sales representative for pricing on these items.

_____ Initial Here

16. MBC INDEMNIFICATION (Rental only)

Client hereby indemnifies MBC and agrees to hold MBC harmless, against all loss and damages client may sustain or suffer because of:

A) The loss or damage to unit because of collision, rain, fire, lightning, flood, explosion, vandalism, neglect, misuse, theft, flood, windstorm, explosion, improper site conditions or other casualty.

B) The death or injury to any third person as a result of the use or condition of unit while in the custody, possession or control of client.

17. TAX AND LICENSE FEES

Client agrees to pay for all City, County, State or Federal sales

and use tax and license fees where applicable. Rental agreements are subject to California sales tax.

18. RENTAL TRANSACTION (Rental only)

This transaction is a rental and not a sale. Rentee does not accrue equity, title or interest to the unit except the right to possess and use equipment so long as Rentee shall not be in default of rental. Unless otherwise noted, Rentee has no option to purchase. If purchase option is offered, rental will terminate upon receipt of final payment.

19. INSURANCE (Rental only)

MBC insures the unit during delivery only. Client agrees, at their expense, to provide prior to delivery of unit, and keep in full force and effect during the entire term of this Agreement, a policy of Physical/Property Damage insurance in an amount no less than the insured value of said unit, Modular Building Concepts, Inc. is to be named as Loss Payee; this insurance is to be primary and non-contributory. This policy of insurance is to be satisfactory to MBC; protecting MBC against all loss and damages it may sustain or suffer because of (1) the loss or damage to unit for the full replacement cost, (2) the death or injury to any third person as a result of the use or condition of unit while in custody, possession or control of client; with limits of minimum \$1,000,000 for personal injury liability and \$50,000 for property damage liability. It is understood that procurement of insurance by client does not affect their covenants, obligations and indemnities under this agreement and the loss, damage or destruction of any unit rented hereunder shall not terminate this agreement, nor that client is actually compensated by insurance paid for by client, relieve them of any of their liability hereunder. Client shall remain a full insurer of the unit, and hereby release and waive any and all defenses available to a bailee by law. It is further agreed that in addition to comprehensive personal injury and property damage specified above, the client agrees to provide comprehensive General Liability in the amount of no less than \$1,000,000 including contractual coverage for hold harmless agreements contained herein and certificates of insurance required to be furnished hereunder. Client's general liability insurance is to name Modular Building Concepts, Inc. as certificate holder and as additional insured along with providing an additional insured endorsement; this insurance is to be primary and non-contributory. Rentee shall be responsible for any insurance deductible in the event of a loss. Insurance shall take effect on or before the day of delivery of unit to site. Damages or loss to client's property for whatever reason, is client's responsibility. MBC is unable to provide waiver of subrogation. NOTE: If client requests to be named additional insured on MBC's insurance policy, a minimum \$175 fee will be charged to client. "Additional insured" does not waive client's responsibility to provide MBC with the insurance required above.

20. COMMENCEMENT OF BILLING (Rental only)

NEW UNIT- Units built new for a client shall have rental commence no later than 10 days from completion of unit at factory whether the unit is delivered or not.
"IN STOCK" UNIT- Rental shall commence no later than 10 days from receipt of signed agreement whether the unit is delivered or not.

21. DELIVERY (New Units Only)

Quoted delivery dates on new units is an estimate only and subject to change. Actual delivery will be based on manufacturers production level at time of plan approval. MBC will not be responsible for any liability or liquidated damages caused by circumstances beyond their control including weather delays, material shortages or production scheduling.

22. WARRANTY

NEW PURCHASED UNIT - MBC shall warrant unit against manufacturer's defects in workmanship for one year. Warranty period begins 10 days from completion of unit at the factory, or installation on site, whichever occurs first.
NEW OR USED RENTED UNIT - MBC shall warrant unit against manufacturer's defects in workmanship during the rental period unless problem was caused by client abuse, negligence or operator error. MBC will repair as needed water leaks, plumbing leaks, electrical and mechanical failures and HVAC malfunctions. If warranty service call is not due to a defect in manufacturer's workmanship, client shall pay a minimum service charge of \$125.
USED SOLD UNITS - Used units sold "as is where is" with no warranty expressed or implied.
Settling of unit not covered under warranty.

23. RENTAL CANCELLATION (Rental only)

NEW UNIT- If client cancels rental and the unit has not been manufactured, MBC shall be reimbursed for all expenses incurred prior to cancellation. If cancellation occurs after unit has been manufactured, see "Early Rental Termination Charges".

USED UNIT - If client cancels rental, they shall forfeit their deposit and be financially responsible for any client requested modifications to the unit, see "Early Rental Termination Charges".

24. PURCHASE CANCELLATION

NEW UNIT - If client cancels and the unit has not been manufactured, MBC shall be reimbursed for all expenses incurred prior to cancellation. If client cancels and the unit has already been built, the full purchase price is due within 10 days of completion at the factory.
USED UNIT - If client cancels, they shall forfeit all deposits and be financially responsible for any requested modifications completed in the unit.

25. EARLY RENTAL TERMINATION (Rental only)

Client may terminate rental prior to the minimum rental period or renewed rental period, subject to all conditions of this rental, with a 30 day written notice and in accordance with the following termination charges:

<u>Minimum Rental Period</u>	<u>Early Termination Charge</u>
1 month to 24 months	75% remainder of rental
25 months or more	50% remainder of rental

EXAMPLE: 1 year rental terminated after 8 months with a rate of \$325/month: 4 months remaining on rental x \$325/month = \$1300 x 75% = \$975 early termination charge. Tax not included.
EXCEPTION: 1) Rentee shall pay 100% of all remaining monies due on any amortized items. 2) Client shall pay for the entire contract amount if unit was built for client and subsequently cancelled after construction began. 3) If a new unit is ordered and cancelled prior to construction and purchasing of materials, a minimum fee of \$1500 will be charged for plans, engineering, specifications and miscellaneous expenses.

26. RENTAL EXTENSION (Rental only)

Client may, at the discretion of MBC continue to rent unit beyond initial rental period on a month-to-month basis. MBC retains the right to change monthly rates and/or rental terms.

27. DEFAULT/REPOSSESSION (Rental only)

In the event any obligation required of client hereunder shall not be performed in the manner prescribed by this agreement, client shall be in default thereby allowing MBC the right, without any notice or demand, to declare all unpaid rental payments due and payable immediately and to repossess unit without liability or obligation to MBC. In the event MBC shall retake possession of unit and there shall be property belonging to client or others, MBC is hereby authorized to take possession of such property and hold the same for client either in MBC's possession or in public storage at the expense of client. Client shall pay all costs and expenses (including attorney fees) incurred by MBC in enforcing any of the terms, provisions, covenants and indemnities provided herein. Should a dispute arise, MBC shall, at their discretion, use binding arbitration to settle all claims

28. LEGAL USE OF UNIT / HOLD HARMLESS

Client agrees to comply with all State, Federal, and local laws and regulations, and to indemnify and hold harmless MBC from any and all fines, penalties or liabilities that may arise from violation of such law or regulation. Client further agrees to indemnify and save harmless MBC from any claims, liens, demands or liability whatsoever arising from any work done by client or their designated party.
Client will indemnify and save MBC harmless from any loss, cost or expense from liability to any person on account of damages to person or property arising out of failure of client to comply with the requirements and provisions of the Rental.

29. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between client and MBC. No other agreements, representations or understandings shall bind MBC unless agreed upon in writing by an authorized MBC official. The provisions of this agreement may hereafter be changed only in writing and signed by both parties.

30. ASSIGNMENT/SUBLET (Rental only)

Client shall not assign this Rental, sublet or rent unit to any person or organization without the prior written consent of MBC. MBC shall have the right to assign this rental and/or the rentals reserved hereunder. Assignee shall acquire all rights and remedies available to MBC.

31. PRICE INCREASES

NEW UNITS - Prices effective for 30 days from date of quotation. Due to possible labor and material cost increases, MBC reserves the right to increase prices if: 1) Signed agreement is received later than 30 days from date of

quotation 2) Production of unit does not proceed within 60 days of receiving signed agreement.

32. TERMS

PURCHASE - 25% on order, balance within 10 days of "beneficial occupancy" or completion of unit at factory, whichever occurs first. Punch list items, if any, will be remedied under warranty. Under no circumstances shall client withhold payment for warranty items or retention.
RENTAL - Deposit equal to one months rent shall be due prior to delivery. Rental payments net 10 day's thereafter.
A 3% fee will be added to all invoices paid by credit card

33) CHARGE BACK FOR DAMAGES, REPAIRS, ALTERATIONS, MISSING COMPONENTS & CLEANING (Rental only)

Upon rental termination, unit must be returned in the same condition as received, less normal wear and tear. Damages, repairs, cleaning or replacement of missing components will be billed to client. A minimum cleaning fee of \$.30 per sq. ft. will be assessed if unit is not returned in the same condition as received. Rentee is not authorized to repair or service unit and invoice MBC for work performed. Client shall not modify, alter, improve or change unit in any way. Removing components, adding walls or window coverings, painting unit, changing door hardware, modifying electrical, plumbing, lighting, wiring, heating, cooling or structural system is strictly prohibited without written consent by MBC. Client shall remove all phone, data, computer, conduit and electrical lines before returning unit. Missing keys will be billed at the rate of \$40 per lockset.
Client responsible for all expenses associated with returning unit back to its original condition

34. MISCELLANEOUS

- A) MBC shall have the right to place upon unit their name and phone number and inspect unit anytime while on rental.
- B) If MBC believes unit is overloaded beyond normal capacity, abused or neglected, MBC may remove or repossess said unit giving Rentee 10 day's written notice.
- C) Rentee shall not dismantle, set-up or move unit.
- D) MBC is a licensed dealer of DOH approved commercial coaches and not a general contractor
- E) Each person signing this agreement warrants and declares under penalty of perjury that they have the authority to make this transaction on behalf of their respective corporations or companies.
- F) MBC requires a 30-day written notice on all rental units being returned.

_____ Initial Here

Bid #1


State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PURCHASING WORKSHEET No. 1

See SB Preference and DVBE Incentive instructions on Page 4.

PURCHASE TYPE	
<input type="checkbox"/> Bank Card No. _____	Mo./Yr. _____
<input checked="" type="checkbox"/> PAPO No. <u>S9553045</u>	

ITEM	SUPPLIER 1	SUPPLIER 2	SUPPLIER 3
SUPPLIER NAME	Modular Building Concepts Inc.	Ideal Manufactured Homes Inc	
ADDRESS	12580 Stotler Court	1500 East Main St	
CITY/STATE/ZIP CODE	Poway, CA 92064	El Cajon, CA 92021	
PERSON QUOTING	Chris Kerper	Matt Mikolajewski	
PHONE NO.	858/ 679-1185	619/ 442-1611 x 107	
FACSIMILE NO.	858/ 679-6804	619/ 442-5664	
CONTRACT NO. (if applicable)	N/A	N/A	
SMALL BUSINESS, MICROBUSINESS or DISABLED VETERAN BUSINESS	(Check all that apply.) <input checked="" type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE <input type="checkbox"/> N/A Number: 08480 Expires: 1/31/2012	(Check all that apply.) <input checked="" type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE <input type="checkbox"/> N/A Number: 48664 Expires: 2/28/2011	(Check all that apply.) <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE <input type="checkbox"/> N/A Number: _____ Expires: _____
BIDDER INSTRUCTIONS Rev. 8/3/2007 (required for purchases of \$5,000 and over)	<input checked="" type="checkbox"/> Referred to DGS website <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Referred to DGS website <input type="checkbox"/> N/A	<input type="checkbox"/> Referred to DGS website <input type="checkbox"/> N/A
DATE QUOTE RECEIVED	2/10/2010	2/10/2010	
DATE QUOTE EXPIRES	N/A	N/A	
PAYMENT TERMS/DISCOUNTS	% _____ days or Net <u>30</u>	% _____ days or Net <u>30</u>	% _____ days or Net _____
WARRANTY PERIOD	1 year	1 year	
DELIVERY INSTRUCTIONS	FOB	FOB	

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	1	EA	Modular Building 24x52	\$93,987.00	\$93,987.00	\$113,348.52	\$113,348.52		
<input type="checkbox"/> Additional Pages SUBTOTAL					\$ 93,987.00		\$ 113,348.52		\$
LESS SMALL BUSINESS PREFERENCE <i>Enter negative (-) number</i>					\$		\$		\$
LESS DVBE INCENTIVE <i>Enter negative (-) number</i>					\$		\$		\$
EVALUATION SUBTOTAL					\$ 93,987.00		\$ 113,348.52		\$
FOB DESTINATION, FREIGHT PREPAID					\$ 0.00		\$ 0.00		\$ 0.00
Freight Prepaid: Freight price included in cost of commodity, no additional freight charges added by vendor. State does not accept responsibility for goods during shipment.									
FOB DESTINATION, FREIGHT PREPAY AND ADD					\$		\$		\$
Freight Prepay and Add: Supplier prepays freight and adds cost to invoice. State accepts responsibility for freight upon delivery. Contact DGS Transportation Management for best rates. Cost of freight must be noted and added in price extension.									
FOB DESTINATION, FREIGHT COLLECT					\$		\$		\$
Freight Collect: State accepts responsibility for merchandise at the Supplier's dock and pays freight charges. This is not a suggested method, and if used you must contact DGS Transportation Management. Cost of freight must be noted and added in price extension.									
EVALUATION TOTAL → <i>Tax is not an evaluation item, add tax to PAPO.</i>					\$ 93,987.00		\$ 113,348.52		\$
AWARDED TO SUPPLIER NO. _____ Award based on: <input checked="" type="checkbox"/> Low cost <input type="checkbox"/> Stock Availability <input type="checkbox"/> Prompt Delivery <input type="checkbox"/> SB Preference <input type="checkbox"/> DVBE Incentive <input type="checkbox"/> Other (Explain): _____								PRICE QUOTES OBTAINED BY  DATE _____	

Bid #2

Tender # 86411

Bid Flag Key
P = Partial
A = Alternate
S = Substitution

Modular Building Concepts,
12580 South Ct
POMONA, CA
92664

DESIGN SPACE MODULAR
11118 Hemlock Ave
PONTANA, CA
92337

ModSpace
11118 Hemlock Ave
PONTANA, CA
92337

Requested Bid No: 12707278

Bid No: 12707316

Bid No: 12707

Item	Description	Qty	UOM	Bidder Comments	Bid	Unit Price	Estimation	Bidder Comments	Bid	Unit Price	Extension	Bidder Comments
1	BUILDING, MODULAR, SHOWER-LOCKER-TOLLET, SINGLE WIDE, 12'x37' MODULAR RESTROOM PER ATTACHED SPECIFICATIONS	1	LOT	Mfg./Brand/Make: SMI	1LOT	\$ 40,227.00	\$ 40,227.00	Price per addendum, (12' x 37')	1LOT	\$ 37,833.00	\$ 37,833.00	1 12'x37' SH. Modular Bldg. proposal with 5 Delivery of Bld
2	DELIVERY OF ONE 10x32 FEET MOBILE TRAILER ASSEMBLY TO SITE (ZIP CODE 91352).	1	LOT		1LOT	\$ 546.00	\$ 546.00	12' x 37' size as per addendum	1LOT	\$ 526.00	\$ 526.00	
3	FOUNDATION ENGINEERING DESIGN.	1	LOT		1LOT	\$ -	\$ -	As specified.	1LOT	\$ 360.00	\$ 360.00	Engineered fo
4	FOUNDATION MATERIALS PER ENGINEERING DESIGN-STANDARD SET.	1	LOT		1LOT	\$ -	\$ -	Engineering provided by Acumen codes for this seismic zone. Includes labor and material. Includes per code for this location.	1LOT	\$ 360.00	\$ 360.00	Foundation M
5	SEISMIC TIE DOWNING PER ENGINEERING DESIGN.	1	LOT		1LOT	\$ 633.00	\$ 633.00	Includes 12 each anchors as required for this location. Includes labor and material.	1LOT	\$ 936.00	\$ 936.00	Seismic Tied
6	STEPS, GALVANIZED, ADJUSTABLE HEIGHT.	2	EACH		2EACH	\$ 747.00	\$ 1,494.00	Price bid is for (1) each to accommodate (1) exterior door only. Total price per step is \$546.00	2EACH	\$ 270.00	\$ 540.00	2 sets of Gal Adjustable S
7	SKirting FOR THE PERIMETER OF TRAILER, APPROXIMATELY 84 FEET.	1	LOT		1LOT	\$ 897.00	\$ 897.00	Price bid includes all labor and material to match exterior of building. Price bid is @ 98 to meet size of	1LOT	\$ 1,294.00	\$ 1,294.00	Skirting Mat
8	INSTALLATION TO INCLUDE: LOCATING BY NORMAL TRUCK, UNLOADING, POSITIONING, AND SETTING. INSTALLATION OF SECTIONS.	1	LOT		1LOT	\$ 69.00	\$ 69.00	Price bid includes: Set up - Hitch removal - locker installation on site - Plumbing manifesting to single point of	1LOT	\$ 3,096.00	\$ 3,096.00	Installation
Payment Terms							Gross Total \$ 43,866.00 Sub Total \$ 43,866.00 NET 30 0 TOTAL \$ 43,866.00				Gross Total \$ 44,945.00 Shipping \$ 44,945.00 Sub Total \$ 44,945.00 NET 0 TOTAL \$ 44,945.00	

DELIVERY: 70 DAYS
MANUFACTURER Southern Modular
SPEC. SHEET Included Yes SMI - Perris, CA.
BTRC NO. In Process 231640-0001-1
SLB? NO NA
SLB CERT. NO. NO NA
EXP. DATE NO NA
AUTHORIZED DISTRIBUTOR? Authorized: Yes Yes
NO CHARGE ON ITEM #3 & 4

LOWEST BIDDER: MODULAR BUILDING CONCEPTS

V. FERNANDEZ
5/7/18

Sum

Request for Bid - This is not a Purchase Order
Los Angeles Department of Water and Power
MODULAR BUILDING FOR SHOWER-LOCKER FACILITIES

(Prod)

Request Type	Request Category	FY	Bid No.	Version
Purchase	Non Stock / Non Contract	10	86411	1

Vendor Address

Prices To Be Quoted For Delivery Address

Req For

16
SCM- STORES OPERATIONS
VALLEY GENREATING STATION
11801 SHELTON ST
SUN VALLEY, CA 91342

74340
GEN VALLEY G.S.
11801 SHELTON ST
SUN VALLEY, CA 91352

Contact:

Title:

Phone:

Fax:

Email:

For further information

Contact: FERNANDEZ, VIRGINIA

Title: UTILITY BUYER

Phone: 1 (213) 367-2184

Fax: 1 (213) 367-2287

Email: virginia.fernandez@ladwp.com

Bid Returnable by

Closing Date/Time

05/07/2010 2:00:00 PM

Publish Date/Time

05/04/2010 5:24 PM

Time Zone

Pacific Time

Attachments Exist
Standard Attachments Exist
Q And A Exist

Commodity Bid Matching

321992: Prefabricated Wood Building Manufacturing

Bid Summary

PLEASE READ THE BID CLAUSES CAREFULLY.

BIDDER SHALL PROVIDE COMPLETE DESCRIPTIONS, INCLUDING BRAND NAMES AND PART NUMBERS. FAILURE TO PROVIDE THE INFORMATION SHALL BE CONSIDERED NON-RESPONSIVE.

WHENEVER A PARTICULAR MATERIAL OR BRAND NAME IS SPECIFIED BY A PATENT OR PROPRIETARY NAME, BY A TRADE OR BRAND NAME, OR BY THE NAME OF A MANUFACTURER, SUCH WORDING IS USED FOR THE PURPOSE OF DESCRIBING THE MATERIAL OR THE PROCESS AND FIX THE STANDARD OF QUALITY REQUIRED AND IT SHALL BE DEEMED TO BE FOLLOWED BY THE WORDS "OR EQUIVALENT". THE BIDDER MAY OFFER ANY MATERIAL OR PROCESS WHICH SHALL BE THE EQUIVALENT OF THAT SO SPECIFIED.

INTERPRETATIONS AND ADDENDA - SHOULD A BIDDER FIND DISCREPANCIES OR OMISSIONS IN THE PLANS, SPECIFICATIONS, OR OTHER DOCUMENTS, OR SHOULD THERE BE DOUBT AS TO THEIR TRUE MEANING, THE BIDDER SHALL SUBMIT THEIR REQUEST FOR INTERPRETATION, OR CLARIFICATION TO THE BUYER. A REQUEST FOR ADDENDA, INTERPRETATION, OR CLARIFICATION SHALL BE RECEIVED IN ERSP THROUGH QUESTIONS AND ANSWERS BY THE BUYER IN TIME TO PERMIT A WRITTEN RESPONSE NO LATER THAN 48 HOURS PRIOR TO BID CLOSING. ANY INTERPRETATION OF OR CHANGE IN THE DOCUMENT WILL BE MADE ONLY BY ADDENDUM ISSUED TO EACH PERSON TO WHOM SPECIFICATIONS HAVE BEEN ISSUED AND SHALL BECOME A PART OF ANY CONTRACT AWARDED. THE DEPARTMENT WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATIONS.

Item No.	Qty / UOM	Description	Unit Price	Extension
1	1 LOT	NAICS: 3362 BUILDING, MODULAR, SHOWER-LOCKER-TOILET, SINGLE WIDE, 10 X 32 FEET, LOCKERS 12 EACH, SINKS 2 EACH, SHOWERS 3 EACH, TOILETS 3 EACH, WATER HEATERS 1 EACH, AIR CONDITIONING UNIT 1 EACH, AND PIPING MANIFOLD TO CONNECT MODULAR BUILDING TO SITE SANITARY SEWER AND WATER SUPPLY POINT OF CONNECTION PER ATTACHED SPECIFICATIONS. REFERENCE WHITLEY MFG MODEL SLTF-3946-2.		
2	1 LOT	NAICS: 3362 DELIVERY OF ONE 10X32 FEET MOBILE TRAILER ASSEMBLY TO SITE (ZIP CODE 91352).		
3	1 LOT	NAICS: 3362 FOUNDATION ENGINEERING DESIGN.		
4	1 LOT	NAICS: 3362 FOUNDATION MATERIALS PER ENGINEERING DESIGN-STANDARD SET.		
5	1 LOT	NAICS: 3362 SEISMIC TIE DOWNS PER ENGINEERING DESIGN.		
6	2 EACH	NAICS: 3362 STEPS, GALVANIZED, ADJUSTABLE HEIGHT.		
7	1 LOT	NAICS: 3362 SKIRTING, FOR THE PERIMETER OF TRAILER, APPROXIMATELY 84 FEET.		
8	1 LOT	NAICS: 3362 INSTALLATION TO INCLUDE: LOCATING BY NORMAL TRUCK DELIVERY; ASSEMBLY OF TRAILER SECTIONS; INSTALLATION OF FOUNDATION MATERIAL AND LEVELING, INSTALLATION OF SEISMIC TIE-DOWNS AND SKIRTING. THE DEPARTMENT SHALL PROVIDE A SITE THAT IS DRY, COMPACTED, LEVEL, AND ACCESSIBLE FOR NORMAL TRUCK DELIVERY.		

Request for Bid - This is not a Purchase Order
Los Angeles Department of Water and Power
MODULAR BUILDING FOR SHOWER-LOCKER FACILITIES

(Prod)

Request Type	Request Category	FY	Bid No.	Version
Purchase	Non Stock / Non Contract	10	86411	1

Item No.	Qty / UOM	Description	Unit Price	Extension

Date Prepared	Date Created	Date Issued
05/04/2010	05/04/2010	05/04/2010

DELIVERY IS REQUIRED WITHIN _70_ CALENDAR DAYS FROM RECEIPT OF ORDER. BIDS OFFERING DELIVERY BEYOND THE REQUIRED NUMBER OF DAYS WILL BE REJECTED AS NON-RESPONSIVE AND AWARD MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING THE DELIVERY REQUIREMENT.

THE ATTACHED INSURANCE FORMS ARE HEREBY MADE A PART OF THIS BID.

CASH TERMS ALLOWING LESS THAN 25 DAYS OR 25TH PROXIMO CANNOT BE CONSIDERED IN DETERMINING THE LOWEST BIDDER. APPLICABLE DISCOUNTS WILL BE CALCULATED BASED UPON INVOICE DATE RECEIPT DATE AND/OR MATERIAL RECEIPT DATE, WHICHEVER IS LATER.

BIDDER SHALL PROVIDE A COMPLETE DETAILED DESCRIPTION FOR EACH ITEM INCLUDING THE MANUFACTURER NAME AND PART NUMBER EVEN IF THE ITEM MATCHES EXACTLY THE ITEM SPECIFIED. "AS SPECIFIED", "QUOTED PER SPECS", "QUOTING SPECIFIED BRAND", "PER SPECS", "PER DESCRIPTION", OR ANY OTHER SIMILAR DESCRIPTIONS MAY NOT BE ACCEPTED.

PRICES QUOTED TO INCLUDE ALL DELIVERY CHARGES, UNLESS OTHERWISE STATED HEREIN. F.O.B. THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER, LOCATION SPECIFIED IN THE BID. FOB DESTINATION SHALL BE REQUIRED ON ALL BIDS AND SHALL MEAN THAT TITLE TO MATERIALS/EQUIPMENT PASSES AT THE POINT OF DELIVERY.

PRICES QUOTED BY THE BIDDER SHALL BE EXCLUSIVE OF FEDERAL EXCISE TAXES PURSUANT TO THE EXEMPTION OF POLITICAL SUBDIVISIONS OF A STATE BY FEDERAL LAW. ALSO, PRICES QUOTED SHALL NOT INCLUDE ANY APPLICABLE SALES OR USE TAXES, UNLESS OTHERWISE STATED HEREIN.

PRICES QUOTED BY THE BIDDER SHALL INCLUDE ANY APPLICABLE DUTIES.

BIDS ARE SUBJECT TO ACCEPTANCE BY THE DEPARTMENT FOR A PERIOD OF 45 DAYS, OR SUCH LESSER PERIOD AS STATED HEREIN.

THE DEPARTMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AWARD ITEMS SEPARATELY OR AWARD ITEMS AS A WHOLE, UNLESS OTHERWISE STATED HEREIN.

AWARD OF CONTRACT WILL BE MADE TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER. THE DETERMINATION OF THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER MAY BE MADE ON THE BASIS OF THE LOWEST ULTIMATE COST TO THE DEPARTMENT OF THE MATERIALS OR EQUIPMENT IN PLACE AND USE.

THE BIDDER IS HEREBY CAUTIONED THAT AWARD OF CONTRACT IS NOT EFFECTIVE UNTIL A FINAL ANALYSIS AND EVALUATION OF ALL BIDS UNDER CONSIDERATION HAS BEEN CONFIRMED AND AN ACTUAL PURCHASE ORDER OR CONTRACTUAL DOCUMENT HAS BEEN ISSUED TO THE SUCCESSFUL BIDDER.

IN ACCORDANCE WITH THE CITY OF LOS ANGELES ORDINANCE NO. 172401, THE DEPARTMENT OF WATER AND POWER (DEPARTMENT) REQUIRES ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK FOR THE DEPARTMENT TO COMPLY WITH ALL REPORTING REQUIREMENTS AND WAGE EARNING ASSIGNMENTS RELATED TO COURT ORDERED CHILD SUPPORT OBLIGATIONS. AN APPROVED AND ACTIVE CHILD SUPPORT CERTIFICATION SHALL BE ON FILE WITH THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER. OTHERWISE, BIDDER IS TO COMPLETE THE CHILD SUPPORT CERTIFICATION FORM AND ATTACHED TO THE BID.

FOR MATERIAL PURCHASE OVER \$100,000 AND CONSTRUCTION/SERVICES OVER \$5,000, BIDDER SHALL HAVE ON FILE AN APPROVED AND ACTIVE AFFIRMATIVE ACTION PROGRAM WITH THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER. OTHERWISE, BIDDER SHALL COMPLETE THE ATTACHED AFFIRMATIVE ACTION FORMS AND ATTACH THEM TO THE BID.

THE ATTACHED PROTEST POLICY AND PROCEDURES ARE MADE A PART OF THIS BID.

THE ATTACHED TERMS AND CONDITIONS ARE MADE A PART OF THIS BID.

ASSIGNMENT OF CONTRACT PROHIBITED - THE CONTRACTOR SHALL NOT ASSIGN OR OTHERWISE ATTEMPT TO DISPOSE OF THIS CONTRACT OR OF ANY OF THE MONEYS DUE OR TO BECOME DUE THEREUNDER, UNLESS AUTHORIZED BY PRIOR WRITTEN CONSENT OF THE DEPARTMENT.

PRICES SHALL BE FIRM FOR 45 DAYS.

IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HERE, CONTRACTOR SHALL POSSESS A VALID BTRC NUMBER OR, FOR THOSE FIRMS THAT ARE EXEMPT, A VENDOR REGISTRATION NUMBER (VRN). FOR ADDITIONAL INFORMATION REGARDING THE APPLICABILITY OF THE CITY BUSINESS TAX REGISTRATION, CONTACT THE CITY CLERK'S OFFICE AT (213) 978-1521.

BIDDER TO PROVIDE CURRENT BTRC NUMBER OR VRN:

COMPANIES CERTIFIED AS A SMALL, LOCAL BUSINESS WITH THE CITY OF LOS ANGELES ARE GIVEN A PREFERENCE APPLIED TO BID CONTRACTS OF \$100,000 OR LESS. A 10% PREFERENCE (DISCOUNT) IS GIVEN TO THE BIDS OF SLB CERTIFIED COMPANIES. THE PREFERENCE IS DETERMINED BY TAKING 10% OF THE LOWEST BID THAT IS PROPOSED BY A NON-CERTIFIED SLB COMPANY, AND SUBTRACTING THAT AMOUNT FROM THE BID OF THE SLB CERTIFIED COMPANY. IF AFTER THE PREFERENCE THE SLB'S BID IS LESS THAN OR EQUAL TO THE LOWEST NON-CERTIFIED COMPANY'S BID, THE SLB WILL BE AWARDED THE CONTRACT.

IN ORDER TO BE GIVEN THE BID PREFERENCE AS A CERTIFIED SLB, YOUR SLB APPLICATION MUST BE RECEIVED AT THE DEPARTMENT OF PUBLIC WORKS, BUREAU OF CONTRACT ADMINISTRATION, OFFICE OF CONTRACT COMPLIANCE, CENTRALIZED CERTIFICATION SECTION NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE LAST DAY FOR SUBMISSION OF THE BID OR PROPOSAL AND APPROVED PRIOR TO THE AWARD DATE AS STATED ON THE RFP. THE DEPARTMENT OF PUBLIC WORKS, BUREAU OF CONTRACT ADMINISTRATION, OFFICE OF CONTRACT COMPLIANCE, CENTRALIZED CERTIFICATION SECTION IS LOCATED AT:

Request for Bid - This is not a Purchase Order
Los Angeles Department of Water and Power
MODULAR BUILDING FOR SHOWER-LOCKER FACILITIES

(Prod)

Request Type	Request Category	FY	Bid No.	Version
Purchase	Non Stock / Non Contract	10	86411	1

1149 SOUTH BROADWAY, STREET, STE 300
LOS ANGELES, CA 90015-2213

CERTIFICATION AS A SMALL, LOCAL BUSINESS IS VALID FOR ONE CALENDAR YEAR FROM THE DATE OF APPROVAL. APPLICANT FIRMS MUST BE RECERTIFIED ON AN ANNUAL BASIS WITH THE OFFICE OF CONTRACT COMPLIANCE, CENTRALIZED CERTIFICATION SECTION. FOR QUESTIONS CONCERNING THE SMALL, LOCAL BUSINESS PROGRAM, CONTACT THE OFFICE OF CONTRACT COMPLIANCE, CENTRALIZED CERTIFICATION SECTION AT (213) 847-1922.

HAS THE BIDDER FILED WITH THE CITY OF LOS ANGELES PUBLIC WORKS OFFICE OF CONTRACT COMPLIANCE AND CLAIMS CONSIDERATION AS A "SMALL LOCAL BUSINESS" UNDER CITY OF LOS ANGELES ORDINANCE NO. 174048? (YES/NO)

IF YES, WHAT IS THE SLB CERTIFICATION NUMBER?

WHAT IS THE SLB EXPIRATION DATE?

AUTHORIZED DISTRIBUTOR/DEALER:
Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted.

Yes: _____ No: _____

If bidder is not an authorized distributor/dealer, the bidder shall submit with its bid a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the Department of Water and Power for equipment, parts, and/or materials provided by the bidder. Failure to comply shall render the bid non-responsive.

BIDDER TO STATE MANUFACTURER AND LOCATION OF MANUFACTURER:

VENDORS MUST SUBMIT LITERATURE/SPECIFICATIONS WITH BID. FAILURE TO INCLUDE THIS INFORMATION MAY VOID BID.

DID YOU SUBMIT YOUR LITERATURE/SPECIFICATIONS WITH THE BID?

BUDGET AMENDMENT RESOLUTION NO. 09-10 ____

**BUDGET AMENDMENT RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CALEXICO AUTHORIZING AN AMENDMENT
TO THE FINAL BUDGET FOR FISCAL YEAR 2009-10 FOR
UTILITY SERVICES DEPARTMENT**

WHEREAS, the Final Budget for Fiscal Year 2009-10 was adopted by Resolution No. 09-66A (City) of the City Council and Resolution No. 09-66B (Calexico Redevelopment Agency) of the Redevelopment Agency Board on October 13, 2009; and

WHEREAS, the City Council has authorized the amendment of the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

NOW THEREFORE, the City Council of the City of Calexico hereby resolves and authorizes the following action(s):

AMENDMENTS TO ADOPTED BUDGET:

1) Record Revenue Estimate(s):

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
554-5131	Wastewater Fund/Wastewater Trmt	49910	Budgetary Transfer	(60,000)
511-5142	Water Fund/Water Treatment	49910	Budgetary Transfer	(60,000)
561-5120	Solid Waste Fund/Solid Waste Mngmt	49910	Budgetary Transfer	(30,000)
<i>Total</i>				(150,000)

2) Record Appropriation(s):

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
511-5110	Water Fund/Utility Services Adm	57003	Imp Other T Building	150,000
<i>Total</i>				150,000

3) Record Transfer of Funds:

FROM:

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
554-5131	Wastewater Fund/Wastewater Trmt	59905	Transfer Out	60,000
511-5142	Water Fund/Water Treatment	59905	Transfer Out	60,000
561-5120	Solid Waste Fund/Solid Waste Mngmt	59905	Transfer Out	30,000
<i>Total</i>				

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
511-5110	Water Fund-Utility Services	49905	Transfer In	-150,000
<i>Total</i>				

CAPITAL EXPENDITURE AUTHORIZATION:

4) Record Specific Capital Item(s) or Project:

Fund/Org Key/Object Code (Complete Account No.)	Quantity	Description	Amount
511-57003-5110	1	Modular Office Building	150,000
<i>Total</i>			150,000

5) Purpose of Budget Amendment:

Purchase of a modular building for relocation of the Utility Services administration office to the Water Treatment plant.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Calexico at the regular meeting this 1st day of June, 2010.

DAVID OUZAN, Mayor

ATTEST:

LOURDES CORDOVA, City Clerk

APPROVED AS TO FORM;

JENNIFER M. LYON, City Attorney

STATE OF CALIFORNIA)
CITY OF CALEXICO) ss.

I, Lourdes Cordova, City Clerk of the City of Calexico, do hereby certify under the penalty of perjury, that the foregoing Resolution No. 09-10-___, was duly adopted by the City Council at a meeting of said City Council held on the 1st day of June, 2010 and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

LOURDES CORDOVA, City Clerk
City of Calexico

cc: Finance Department